

BOSTON REDEVELOPMENT AUTHORITY
PROPERTY MANAGEMENT POLICY

I. Responsibility

The management of all properties acquired by the Authority shall be the direct responsibility of the Operations Department. Management activities shall include collection of use and occupancy charges, provision of maintenance and janitorial services, and the securing of all vacated dwelling units, stores, commercial space and buildings, and the release of vacated buildings for demolition.

Property which is vacant at the time of acquisition or which becomes vacant after acquisition shall not be rented to off-site tenants; the property may, however, be used for temporary relocation of site occupants in accordance with regulations set forth in the URA Manual (15-1).

A. Maintenance and Services Defined

From the date of acquisition until a structure is vacated, the Authority shall maintain in safe operating condition: (a) a plumbing system (b) heating system (c) electrical system (d) elevators.

Repairs shall be made as necessary to keep the premises habitable.

Necessary building and janitorial services shall be provided.

Mr. John Hallisey, Site Office Project Manager, shall be authorized to retain on a part-time temporary basis, with the approval of the head of the Operations Department, the existing custodial and janitorial personnel who were in the employ of the former owners of property at such terms and rates as were paid by the former owners in order to perform and provide the heating, janitorial and other services which were furnished by the former owners; the project manager shall be authorized to change their assignments as tenants move out, to adjust the compensation accordingly, and to terminate their services when no longer needed; and he shall be authorized to engage similar personnel who were not employed by the former owners to cover those properties where the

A. Maintenance and Services Defined (cont'd)

services were performed by the owners or individuals who do not wish to continue on in the Authority's service. (voted at meeting of 10/4/61)

Extermination or control of rodents and other vermin shall be provided where necessary and to forestall their spread to adjacent areas.

Property shall be protected from vandalism, fire, and unauthorized occupancy. Expenditures for repairs and replacements shall be kept to a minimum necessary to protect the health and safety of occupants.

II. Administration

All properties acquired shall be managed by the Project Site Office except for office buildings and other commercial structures which were managed by management firms prior to acquisition. The management of these structures, if necessary, may continue to be provided by contract with management firms acceptable to the Authority and where possible, preferably by the same management firm prior to acquisition. Management contracts may be cancelled for cause or at the convenience of the Authority and whenever tenancies are reduced to the point where the site office can more economically and more efficiently manage the properties.

III. Property Management Contracts

The requirements of the URA Manual with respect to contracts for Professional and Technical Services (Section 30-2-1) shall be complied with.

A. General Conditions to be included in contracts

- (1) The contractor shall collect rents, keep records of all transactions, supervise repairs, maintenance and building services, deposit funds, represent the Authority with the tenants and submit required reports;
- (2) The contractor shall, subject to the approval of the Assistant Manager in charge of Property Management in the Site Office, requisition repairs and building service supplies as needed in keeping with the Authority's management policy from approved contractors and vendors.
- (3) The contractor shall keep accounts and records of all transactions and shall submit reports to the Authority in accordance with the URA Manual requirements.

A. General Conditions to be included in contracts (cont'd)

- (4) The books, records and accounts of the contractor concerning the management operation shall be available at all times for inspection by the Authority and the HHFA and the Commonwealth of Massachusetts.
- (5) The contractor shall be authorized to execute lease agreements or other occupancy instruments as agent for the Authority where applicable and in keeping with the Authority's Management Policy.
- (6) Gross rent collections must be delivered daily to the Authority or deposited daily in the Authority Project Expenditures Account. The holding of collections beyond the next banking day after collections is prohibited.
- (7) The contractor shall be required to provide bond coverage in the amount of \$ _____. (The equivalent of one month's estimated gross rental income.)
- (8) The contractor shall be required to comply with Labor Standards and other employment matters including schedule of prevailing wages in accordance with applicable Federal, State and local laws.
- (9) The contractor is prohibited from performing any of the following functions:
 - a. determination of rents to be charged;
 - b. decisions on matters of tenant eviction;
 - c. determinations with respect to duration of tenant occupancy;
 - d. determinations with respect to writing off delinquent use and occupancy charges;
 - e. decisions as to when it is no longer feasible to continue the operation of a partially occupied structure or when it is desirable to relocate the remaining tenants so that the structure can be demolished;
 - f. the obtaining of insurance;
 - g. dealing with public agencies having jurisdiction over property taxes;

A. General Conditions to be included in contracts (cont'd)

(10) The contractor shall receive compensation for his services in the following manner:

The contractor shall be paid each month, within ten days of the submittal of an invoice, an amount equal to ~~six~~ six per centum (6%) of the total gross rent collections made in the previous month and delivered to the Authority or deposited in accordance with section III, A (6).

(11) The Head of the Operations Department is authorized to negotiate with and approve the management firms and to execute and terminate management agreements in accordance with the Authority's Property Management Policy and the requirements of the URA Manual.

IV. Effective Date of Use and Occupancy Charges

Use and occupancy charges are waived from the date of the taking to the end of the month of the taking. The effective date for commencement of use and occupancy charges shall be on the first day of the month next following the date of the eminent domain taking. Use and occupancy charges shall be payable in advance on a monthly basis. Refund shall be made on a pro-rate basis for the unexpired portion of the period if a tenant moves during a period for which the Authority has received use and occupancy charges. Every tenant will receive a written notice at the time of the eminent domain taking containing the following information:

- a. that the Authority has acquired the property;
- b. address and telephone number of the site office, etc.
- c. obligations and responsibilities of the tenant and the Authority;
- d. effective date for payment of use and occupancy charges;
- e. amount of the charges, etc.

V. Rent Roll

A rent roll shall be established for each property in the project area. The use and occupancy charges for each occupant shall be set by the Project Manager in the following manner:

(1) Charges for tenants of former owners will be continued at the previous rent rate. If the charge is not consistent with rents for comparable properties in the project area, the Project Manager will adjust the charge after review and concurrence of the Real Estate Officer.

V. Rent Roll (cont'd)

- (2) Charges for property occupied by former owners will be set by the Real Estate Officer at a rate consistent with charges established for comparable properties in the project area. and 1/3/62

VI. Adjustments in Use and Occupancy Charges (amended by vote 11/29/61) see last page

Adjustments in use and occupancy charges are authorized where justifiable if a reduction in population affects the patronage of local businesses or where adverse influences during the execution stage, demolition, site improvements, etc., affect adversely the business operations of commercial establishments or for other bona fide reasons which create an economic hardship on the non-residential tenant. The rent reduction shall be authorized by the Head of the Operations Division after consultation with the Real Estate Officer in accordance with the above policy and shall be fully documented in each case.

VII. Procedure on Delinquent Use and Occupancy Charges and Collection Thereof

(1) If payment has not been received by the Authority thirty days after becoming due, a demand notice will be given, via regular mail, to the occupant.

(2) If no payment is made within the next thirty days, or reasonable explanation is lacking for non-payment, a thirty-day notice to vacate the premises will be given, via registered mail.

(3) At the expiration of the thirty-day notice, a writ of ejectment may be issued by the Authority to the Deputy Sheriff.

(4) The tenants will be called upon after they vacate by members of the Site Office staff assigned to management and collection. If payment of the amount owed is not made within thirty days, the account will be turned over to a collection agency.

VIII. The Authority's Policy on Charge-off of Delinquent Use and Occupancy Charges

Upon the presentation of adequate documentation by the site office justifying the action by the Authority, delinquent use and occupancy charges may be charged off only after the governing body of the Authority has found that there is no reasonable prospect of collection or that the probable cost of further efforts to collect would not be warranted.

IX. Policy on Waiver of Use and Occupancy Charges for Hardship Cases.

The governing body of the Authority will consider requests for waivers of use and occupancy charges with respect to hardship cases when recommended by the Head of Operations and accompanied by a full report by the Social Worker or the Project Manager.

* * * * *

AMENDMENT NO. 1

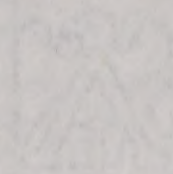
voted at meeting of November 29, 1961:

VOTED: to amend the Property Management Policy so that all reductions of use and occupancy charges in excess of \$100 per month require the approval of the Authority in each instance, effective from this date on.

AMENDMENT No. 2

voted at meeting of 1/3/62:

VOTED: to amend the Property Management Policy as follows: the Site Office Manager, with the approval of the Head of Operations, is authorized to waive use and occupancy charges not to exceed five days for all residential tenants who move prior and up to the fifth day of each month.



EASLE-A

PETROLEUM BOND

25% COTTON FIBER USA

THIS BOND IS A FULLY SECURED OBLIGATION OF THE PETROLEUM BOND TRUST, INC., A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.

THE PETROLEUM BOND TRUST, INC., IS A CORPORATION OF THE STATE OF NEW YORK, AND IS NOT A GUARANTEE OF THE CREDIT OF THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENT OR ANY OTHER ENTITY.